

Panaji, 20th July, 2023 (Asadha 29, 1945)

SERIES II No. 16

OFFICIAL GOVERNMENT OF GOA GAZETTE

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Agriculture
Directorate of Agriculture

Addendum

No. 3/5/EXT/14/2023-24/D.Agr/331

Sub.: Addendum to the notification of Agriculture Policy for the State of Goa.

Ref.: 1. Notification No. 3/5/EXT/14/2022-23/D.Agr/151 dated 24-05-2023 and published in Official Gazette, Series II No. 9 dated 1st June, 2023.

2. Notification No. 3/5/EXT/14/2023-24/D.Agr/229 and published in Official Gazette, Series II No. 12 dated 22-06-2023.

Government is pleased to issue addendum the above read notification regarding reconstitution of the committee to work out Agriculture Policy for the State.

The following shall be added to the above referred notification after Sr. No. 26:

Sr. No.	Name	Designation
1	2	3
1.	President, Comunidade of Margao representative of South Goa Comunidades	Member.

This is issued with the approval of Government.

By order and in the name of the Governor of Goa.

Nevil Alphonso, Director (Agriculture) & ex officio Jt. Secretary.

Tonca, Caranzalem, 13th July, 2023.

Department of Education, Art & Culture
Directorate of Art & Culture

Order

No. DAC/GIA/Committees/RBM/2023-24/Partfile/2145

In exercise of powers conferred by Clause 14(viii) of the Constitution of Ravindra Bhavan, Margao-Goa, the Government is pleased to nominate following Members on Executive Board of Ravindra Bhavan, Margao-Goa with immediate effect.

1. Shri Gopal Naik, Comba, Margao-Goa.
2. Shri Dhananjay Mayekar, Malbhat, Margao-Goa.
3. Shri Paresh Naik, Davorlim, Navelim, Salcete-Goa.
4. Smt. Milagrin Gomes, Agali, Fatorda-Goa.
5. Smt. Shweta Lotlikar, Fatorda, Margao-Goa.

This supersedes the earlier Order No. DAC/GIA/Committees/RBM/2023-24/Partfile/1628 dated 28-06-2023.

By order and in the name of the Governor of Goa.

Sagun R. Velip, Director (Art & Culture) & ex officio Joint Secretary.

Panaji, 11th July, 2023.

Directorate of Higher Education

Certificate

No. ACAD III/GC/Filling of Post/32/2023/3056

Read: Order No. ACAD III/GC/Filling of Post-Regular/98/2021/Part I/1574 dated 22-05-2023.

Certified that the character and antecedents of Ms. Bhakti Govind Mahajan appointed to the post of Assistant Professor in Marathi (Group 'A' Gazetted)

at Sant Sohrobanath Ambiyé Government College of Arts & Commerce, Pernem under Directorate of Higher Education vide above referred Order has been verified by the Addl. Collector and ADM, North Goa and nothing adverse has been reported against her at concerned Police Station and other Police Stations in Goa.

Avelina D'sa E Pereira, Under Secretary (Higher Education).

Porvorim, 11th July, 2023.

Certificate

No. ACAD III/GC/Filling of Post-Regular/32/2023/
/3055

Read: Order No. ACAD III/GC/Filling of Post-
-Regular/32/2023/1697 dated 25-05-2023.

Certified that the character and antecedents of Mr. Shahish Chudu Naik appointed to the post of Assistant Professor in Commerce (Group 'A' Gazetted) at Government College of Arts, Science and Commerce, Sanquelim-Goa under Directorate of Higher Education vide above referred Order has been verified by the Addl. Collector and ADM, North Goa and nothing adverse has been reported against him at concerned Police Station and other Police Stations in Goa.

Avelina D'sa E Pereira, Under Secretary (Higher Education).

Porvorim, 11th July, 2023.

Department of Finance

Directorate of Accounts

No. DA/Admn/19-40/2023-24/TR-1498

Read: Office Order bearing No. DA/Admn/19-40/2022-23/TR-791/524 dated 30-06-2022.

Office Order No. 461

In exercise of the powers conferred under Section 5, sub-rule (1) and (2) of the Right to Information Act, 2005 (hereinafter referred as 'The Said Act'), Shri Sachin Pai, Assistant Accounts Officer of this Directorate is hereby appointed as an Assistant Public Information Officer with the area of operation as indicated below to deal with the applications received from the public under the above said Act.

1. Shri Sachin Pai, Assistant Accounts Officer, Directorate of Accounts, Panaji-Goa	Assistant Public Information Officer, Directorate of Accounts, Panaji-Goa	North Goa District.
--	--	---------------------

Shri Sachin Pai shall exercise and perform the powers/functions as laid down under the Right to Information Act, 2005 with immediate effect.

This order is issued in partial modification of the order cited above.

Dilip K. Humraskar, Director (Accounts).

Panaji, 12th July, 2023.

Department of Home

Home—General Division

Corrigendum

No. 24/51/2012-HD(G)/Part I/1875

Read: Order No. 24/51/2012-HD(G)/3918 dated 15-11-2021.

In the aforesaid order, the first line in the 2nd para "the above candidate shall be on probation for a period of two years with effect from date of joining" shall be deleted.

The rest of the content of the said order remains unchanged.

By order and in the name of the Governor of Goa.

Diksha N. Tari, Under Secretary (Home-II).
Porvorim, 12th July, 2023.

Department of Labour

Order

No. 28/15/2023-LAB/466

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Souza & Paul, M.G. Road, opp. Government Printing Press, Panaji, Goa and it's Workman, Shri Sachin Lawoo Kubal, Photo Lab. Operator, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Souza & Paul, M.G. Road, opp. Government Printing Press, Panaji, Goa, in terminating the services of Shri Sachin Lawoo Kubal, Photo Lab. Operator, with effect from 31-04-2021, is legal and justified?

(2) If not, to what relief the workman is entitled?

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 11th July, 2023.

Order

No. 28/16/2023-LAB/467

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Mallikarjun Pipes and Cements Products Private Limited and Group of Companies, Dhullgalli, Shellim, Loliem, Pollem, Canacona, Goa and its workmen represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Mallikarjun Pipes and Cements Products Private Limited and Group of Companies, Dhullgalli, Shellim, Loliem, Pollem, Canacona, Goa in refusing employment to the following workmen, with effect from 14-09-2020, is legal and justified?

- (a) Shri Ramakant Gangadar Naik.
- (b) Shri Sandeep Bikaro Naik.
- (c) Shri Vishnu Sairoba Naik.
- (d) Shri Gajanan Ramesh Pednekar.
- (e) Shri Maruthi Nilkant Pawar.
- (f) Shri Chandhars Gopal Thakarkar.
- (g) Shri Sandeep Goranath Kalgutkar.
- (h) Shri Prakash Gopal Rane.
- (i) Shri Prashant Nagesh Bandekar.
- (j) Shri Umakant Krishna Naik.
- (k) Shri Satish Subba Kotarkar.
- (l) Shri Prakash Visharam Bhandari.
- (m) Shri Suresh Mhabaleshwar Kindalkar.
- (n) Shri Prakash Chandrakant Naik.
- (o) Shri Deepak Bikaro Kalgutkar.
- (p) Shri Ashok Vaikunt Asnotkar.
- (q) Shri Vasant Gangadhar Mestri.

(2) If answer to issue No. (1) above is in negative, then, what relief the workmen are entitled to?

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 11th July, 2023.

Order

No. 24/13/2013-Lab-ESI/487

Government is pleased to accept the notice of voluntary retirement dated 28-04-2023 tendered by Dr. Vishwajit V. Faldesai, Senior Orthopaedic Surgeon in ESI Scheme under Labour Department under Rule 48-A of CCS (Pension) Rules, 1972 and to relieve him from the post of Senior Orthopaedic Surgeon in E.S.I. Scheme under Labour Department with effect from 27-07-2023 (a. n.).

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).
Porvorim, 13th July, 2023.

Order

No. 28/17/2023-LAB/498

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Colgate Palmolive (India) Limited, Plot No. 154, 158 & 160, Kundaim Industrial Estate, Kundaim, Goa and it's Workman, Shri Vijay Phadte, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

SCHEDULE

- (1) Whether the action of the management of M/s. Colgate Palmolive (India) Limited, Plot No. 154, 158 & 160, Kundaim Industrial Estate, Kundaim, Goa, in dismissing from services to Shri Vijay Phadte, Team Member, with effect from 15-11-2022, is legal and justified?
- (2) If not, to what relief the workman is entitled?

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).
Porvorim, 18th July, 2023.

Notification

No. 28/02/2022-LAB/440

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 07-06-2023 in Ref. No. IT/48/2012 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Labour) (Link).
Porvorim, 5th July, 2023.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Anil Scaria, Hon'ble Presiding Officer)

Ref. No. IT/48/2012

Workmen,
Rep. by Goa Trade & Commercial
Worker's Union,
Velho's Building,
2nd floor, Opp. Municipal Garden,
Panaji-Goa ... Workmen/Party I.
V/s

M/s. Sun Village (De Souza Group),
Saqwadi, Arpora,
Bardez-Goa ... Employer/Party II.

Workmen/Party-I represented by Learned Advocate
Shri Suhaas Naik.

Employer/Party-II represented by Learned Advocate
Shri P. J. Kamat.

AWARD

**(Delivered on this the 7th day of the month of
June of the Year 2023)**

By Order dated 03-07-2012, bearing No. 28/55/2011-LAB/367, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication:-

“(1) *Whether the action of the Management of M/s. Sun Village (De Souza Group), Arpora, Bardez, Goa in not conceding the following ‘Charter of Demands’ raised by the Goa Trade and Commercial Workers Union, is legal and justified?*

(1) *Demand No. 1: Grade/Flat-Rise in Basic Salary and Pay-Scales:*

It is demanded that each workmen be graded appropriately as per the nature of work performed by them and be paid a sum of Rs. 1,000/- as a Flat-Rise over and above the existing "Basic salary" earned by him/her as on 31-12-2010. The "Basic Salary" of each workman as on 31-12-2010 plus the Flat-Rise of Rs. 1,000/- per month be placed in the respective pay-scales given below and fit it at the appropriate stage in the Scale-Pay and shall be paid to each worker with effect from 01-01-2011.

Grade	Designation	Pay-Scales
I.	Utility worker/Helper/ /Gardener/Sweeper/ Labour	3500-105-4025- -120-4625-140- -5325.
II.	Resort Attendant/Pool Attendant/Bell Boy/ /Dooman/Desk Attendant/ /(Eng./H/K/Garden/Kitchen)/ /Sr. Utility Worker/Attendant Cook/Laundry Attendant/ /Steward/Linen Keeper/ /Tailor/Roomboy/Technician/ /Electrician/Plumber/Carpenter/ Painter/A.C. Technician/Mason/ /Stores Keeper/Assistant Stores Keeper/Cashier/Reservation	4000-125-4625- 125-5350-170- -6200.
III.	Supervisor/Junior Chef	4500-150-5250- -175-6125-205- -7150.
IV.	Senior Supervisor, Captain	5000-175-5875- -210-6025-250- -8175.

(2) *Demand No. 2: House Rent Allowance (HRA):*

It is demanded that with effect from 01-01-2011, each workman shall be paid House Rent Allowance (HRA) at the rate of 20% of the basic salary.

(3) *Demand No. 3: Fixed Dearness Allowance (FDA):*

It is demanded that with effect from 01-01-2011, each workman shall be paid a sum of Rs. 2000/- per month as Fixed Dearness Allowance (FDA) at base 3500 points All India Consumer Price Index (AAICPI) (1960-100).

(4) *Demand No. 4: Variable Dearness Allowances (VDA):*

It is demanded that with effect from 01-01-2011, each workman shall be paid a Variable Dearness Allowance (VDA) at the rate of Rs. 1.75 per point over and above base (AAICPI) (1960-100).

The Variable Dearness Allowance (VDA) be revised every quarterly.

(5) *Demand No. 5: Conveyance Allowances:*

It is demanded that with effect from 01-01-2011, each workman shall be paid an Additional Conveyance Allowance of Rs. 500/- per month to their existing Travelling Allowance.

(6) *Demand No. 6: Washing Allowance (W. A.):*

It is demanded that with effect from 01-01-2011, each workman shall be paid a sum of Rs. 500/- per month towards Washing Allowance.

(7) *Demand No. 7: Shift Allowance:*

It is demanded that with effect from 01-01-2011, each workman shall be paid a Shift Allowance on the following basis:

7.00 a.m. to 4.00 p.m.	Rs. 20/- per shift.
8.00 a.m. to 5.00 p.m.	Rs. 20/- per shift.
9.00 a.m. to 6.00 p.m.	Rs. 20/- per shift.
11.00 a.m. to 8.00 p.m.	Rs. 30/- per shift.
3.00 p.m. to 12.00 p.m.	Rs. 40/- per shift.

(8) *Demand No. 8: Out-Door Food Allowance:*

It is demanded that whenever a workman is sent on out-door duty, he/she shall be paid an Out-Door Food Allowance towards breakfast, lunch, dinner, tea and snacks on the following pattern:

Breakfast	Rs. 25/- per day.
Lunch	Rs. 50/- per day.
Dinner	Rs. 50/- per day.
Tea & Snacks	Rs. 25/- per day.

(9) *Demand No. 9: Leave Travel Allowance (LTA):*

It is demanded that with effect from 01-01-2011, each workman shall be paid Rs. 5,000/- as Leave Travel Allowance (LTA) in the month of December every year.

(10) *Demand No. 10: Overtime Allowance:*

It is demanded that each workman shall be paid overtime allowance at double the rate of wages with retrospective effect irrespective of his grade and designation. Whenever, a workman is required to work on Sundays/Holidays and on Weekly off-days, they shall be paid double the rate of wages with a paid compensatory-off which shall be allowed to be availed by a workman within 10 days of such work. In the event where a workman exceeds 16 hours of duty due to exigencies of work, he/she shall be paid overtime as above and be given a paid compensatory-off, consequent to such work.

(11) *Demand No. 11: Leave Facilities:*

It is demanded that with effect from 01-01-2011, all the workmen shall be made eligible to the following leave facilities:

- (a) Privilege Leave : 30 days per year with the facility to accumulate upto 100 days and encash leave above 50 days.
- (b) Casual Leave : 12 days per year with the facility to accumulate upto 30 days or with a facility to encash the balance leave.
- (c) Sick Leave : 10 days per year with a facility to accumulate upto 30 days.
- (d) Holidays : 12 days per year which shall be finalized in the month of January every year between the Union and the Management.

The availment of leave ought to be discussed between the Union and the Management.

(12) *Demand No. 12: Rest-Rooms and Lockers:*

It is demanded that all the workmen shall be provided with proper rest room and locker room.

(13) *Demand No. 13: Company's Accommodation:*

It is demanded that all the workmen shall be provided with company's accommodation.

(14) *Demand No. 14: Interest Free Loan Facility:*

It is demanded that each workman shall be made eligible to an interest free loan facility to the extent of Rs.25,000/- to be deducted in 50 equal installments without surety.

(15) *Demand No. 15: Bonus:*

It is demanded that with effect from 01-01-2011, all the workmen shall be paid Bonus for every financial year at the rate of 20% without any ceiling.

(16) *Demand No. 16: Festival Advances:*

It is demanded that each workman shall be paid Rs. 4,000/- as Festival Advance to be deducted in 8 equal installments at least 10 days prior to the following festival, every year.

- (a) Ganesh Chaturthi Festival.
- (b) Christmas Festival.
- (c) Festival of Id.

(17) *Demand No. 17: Service Charge:*

It is demanded that

- (a) all the workmen shall be paid 10% service charge per month on the gross sales in the Hotel.

- (b) all service charges shall be distributed equally to all ranks and file.

(18) *Demand No. 18: Issuance of Letters:*

It is demanded that detailed letter of Appointment/Confirmation in service shall be issued to each workman specifying his/her date of joining, confirmation in service, grade, etc.

(19) *Demand No. 19: Interim Relief:*

It is demanded that with effect from 01-01-2011, pending finalization of all the above demands spelt-out herein, in this Charter of Demands, the Union/ workmen demands that each workman who is on the pay roll of the Company shall be granted an amount of Rs. 3000/- as an Interim Relief as the present salary and other emoluments paid to the workmen are meager and pathetic. This Interim Relief shall be adjusted from the final relief to be granted to the workmen.

(20) *Demand No. 20: Period of Settlement:*

It is demanded that the settlement shall be for a period of three years from 01-01-2011 to 31-12-2013.

- (2) *If the answer to issue No. (1) is in the negative, then, to what relief the workmen are entitled?"*

2. Upon receipt of the reference, it was registered as IT/48/2012 and notices were issued to both the Parties.

3. Party I has filed its Justification Claim. Party II has filed its Written Statement. Party I have filed its Rejoinder.

4. Party I states that Party II is a 4 Star Hotel with 135 residential rooms and modern facilities. That the tariff of deluxe room per night is Rs. 15,305/- inclusive of breakfast and the tariff of the premium room is Rs. 16,482/-. That the occupancy of the Hotel remains full throughout the year. That the Hotel is situated at a strategic spot between Baga and Calangute beach. That the Party II has sizeable reserves and surplus. That there is a high demand among domestic tourists and foreign tourists for rooms in the Hotel. That the salaries and wages paid to the unionized workmen is very meager. That the workmen employed in similar other hotels and resorts in Goa are paid higher salaries and allowances. That the wages and service condition of the workmen of Party II has remained unchanged for a long period of time. That the said wages are not enough to take care of the bare minimum needs. That the present Charter of Demands dated 01-02-2011 was raised for a period of 3 years from 01-01-2011. That Party II failed to

negotiate with Party I. That Party I, therefore, raised an industrial dispute before the Assistant Labour Commissioner, Government of Goa. That conciliation ended in failure and the dispute has been referred to this Tribunal. That Party II is in a strong financial position to meet the Charter of Demands. That Party II earns huge profits every year. That Party II has formed a management supported Union. That Party II has signed a Wage Settlement with the Management sponsored Union. That this Wage Settlement is unjust and improper. That the workmen working for Party II have not been properly designated and graded. That no proper pay scale have been made applicable to them.

5. That by Demand No. 1, Party I is seeking a flat rise of Rs. 1,000/- per month over and above the existing gross salary as on 31-12-2010. That it is further demanded to place the gross salary in appropriate pay scale with effect from 01-01-2011. That Demand No. 1 is just and fair. That most of the workmen are residing in rented houses. That the burden of paying house-rent exerts a tremendous pressure on the workmen. That the demand of house-rent allowance at the rate of 20% of the basic salary is just and proper. Party I states that the rate of neutralization per point in Variable Dearness Allowance (VDA) has not been made applicable to workmen working in the Hotel. That VDA points are increasing every month depending upon the inflation in the market place. That the demand raised by Party I for Variable Dearness Allowance (VDA) at the rate of Rs. 1.75 paise per point over and above basic 3500 points AAICPI (1960=100) w.e.f. 01-01-2011 are just, fair and proper. That the workmen have also rightly asked for Fixed Dearness Allowance @ 2,500/- per month at the base of 3500 points All India Consumer Price Index (AAICPI) (1960=100) to be effective from 01-01-2011.

6. It is further stated that additional Conveyance Allowance @ Rs. 500/- per month as demanded in Demand No. 5, Washing Allowance as @ Rs. 500/- per month as demanded in Demand No. 6, Shift Allowance as demanded in Demand No. 7, Out-door Food Allowance as demanded in Demand No. 8, Leave Travel Allowance as demanded in Demand No. 9, Overtime Allowance as demanded in Demand No. 10, leave facilities and holidays as demanded in Demand No. 11, Rest Room and lockers as demanded in Demand No. 12, Company accommodation as demanded in Demand No. 13, Interest Free Loan Facility as demanded in Demand No. 14, Bonus as demanded in Demand No. 15, Festival advances as demanded in Demand No. 16, Service charges as demanded in Demand No. 18, Interim Relief and Period Settlement as demanded in Demand No. 19 and 20 are just, fair and proper. Therefore, it is prayed

that the demands raised by Party I in their Charter of Demands dated 01-02-2011 as mentioned in the Schedule of the reference referred to this Tribunal be conceded in favour of Party I with retrospective effect from 01-01-2011 along with payment of arrears.

7. The case of Party II in the Written Statement is that there is no Company by the name of M/s. Sun Village (De Souza Group) at Arpora, Bardez-Goa. That Party II has a residential Hotel at Baga, Arpora, Goa. That the Hotel has 195 standard rooms and 20 superior rooms and restaurant. That in the year 2007-2008, the Hotel had a turnover of Rs. 9,48,11,878.22 paise and the net profit was 5.97% of the turnover. That in the year 2007-2008, the Hotel made a profit of Rs. 56,64,192.48 paise. That in the year 2008-2009, the turnover was reduced to Rs. 7,37,50,247.44 paise and the Hotel made a loss of Rs. 24,43,947.72 paise. That in the year 2009-2010, 2010-2011 and 2011-2012, the turnover was Rs. 7,50,61,186.26 paise, Rs. 8,06,07,766.79 paise and Rs. 8,50,31,746.43 paise and the net profits earned were Rs. 2.2%, 2.4% and 1.85% respectively of the said turnover. That the Hotel earned a profit of Rs. 16,63,273.53 paise in the year 2009-2010, Rs. 19,48,453.25 paise in the year 2010-2011 and Rs. 15,69,204.63 paise in the year 2011-2012.

8. That 78 employees are working in the Hotel. That there is an association of workmen in the Hotel called the Sun Village Resorts Employees Welfare Association. That a majority of the employees (i.e. 53 employees) are members of the Sun Village Resorts Employees Welfare Association. That this is the recognized Union. That on 15-03-2011, the Sun Village Resorts Employees Welfare Association raised a Charter of Demands before Party II.

9. That while Party II was discussing with the Sun Village Resorts Employees Welfare Association, Party I sent its Charter of Demands dated 01-02-2011 intimating that all the employees of Party II had unionized under its banner. That Party II had entered into negotiations with Sun Village Resorts Employees Welfare Association. That Party II did not invite Party I for negotiations on their Charter of Demands. That Party I raised the issue of Charter of Demands before the Asst. Labour Commissioner, Mapusa. That Party I did not participate in the proceedings before the Asst. Labour Commissioner, Mapusa. That Party II continued with the discussions with the Sun Village Resorts Employees Welfare Association and arrived at a Settlement with them on 20-12-2011. That by this Settlement, the salaries, allowances and other service conditions of the workmen were revised with effect from 01-04-2012. That the said Settlement was registered under Rule 58 of the Industrial Disputes (Central) Rules, 1957. That 60 out of the 78 workmen of Party II have accepted the Settlement.

10. That 18 of the workmen have accepted the benefits given to them as per the said Settlement but have sent letters dated 11-05-2012 stating that they were coerced and forced to accept the revised wages and benefits. That Party II has replied to the letter stating that they have accepted the Settlement out of their own free will and that they continue to accept the benefits thereof.

11. Party II states that in view of the losses and decline in the business of Party II, the demands of Party I cannot be accepted. That the demands of Party I would cost Party II Rs. 85,51,296/- per annum. That the Settlement with the Sun Village Resorts Employees Welfare Association would cost Party II Rs. 6,94,411/- for the year 2012-2013 and that the Party II cannot take any additional burden as it would lead to the closure of the Hotel. It is denied that the rate/tariff of standard room per night inclusive of breakfast is Rs. 15,305/- and that the tariff of the premium room is Rs. 16,482/- per night. It is denied that Party II has sizeable reserves and Surplus. It is denied that the workers employed in similar hotels and resorts in Goa are paid higher salaries and allowances. That Party II is providing bachelor accommodation for workers who come from far-away places.

12. It is denied that the Hotel remains full throughout the year. It is denied that the wages paid to the unionized workmen are very meagre. That bachelor accommodation is provided to employees who are not residents of the Village. It is denied that a flat raise of Rs. 1,000/- per month over and above the basic salary earned by the workers as on 31-12-2010 is just, fair and proper. It is denied that house-rent allowance at the rate of 20% of the basic salary is just, fair and proper. It is denied that the demand raised by Party I Union for Variable Dearness Allowance at the rate of Rs. 1.75 paise per point over and above base 3500 points AAICPI (1960=100) w.e.f. 01-01-2011 are just, fair and proper.

13. Party II denies that Party I has rightly asked for Fixed Dearness Allowance at the rate of Rs. 2500/- per month, demand for HRA as demanded in Demand No. 4, Conveyance Allowance as demanded in Demand No. 5, Washing Allowance at the rate of Rs. 500/- per month as demanded in Demand No. 6, Shift Allowance as demanded in Demand No. 7, Out-door Food Allowance as demanded in Demand No. 8, Leave Travel Allowance as demanded in Demand No. 9, Overtime Allowance as demanded in Demand No. 10, leave facilities and holidays as demanded in Demand No. 11, Rest Rooms and Lockers as demanded in Demand No. 12, Company Accommodation as demanded in Demand No. 13,

Interest Free Loan Facility as demanded in Demand No. 14, Bonus as demanded under Demand No. 15, Festival advances as demanded in Demand No. 16, Service Charges as demanded in Demand No. 17, Issuance of Letters as demanded in Demand No. 18, Interim Relief and Period of Settlement as demanded in Demand No. 19 and Demand No. 20.

14. Therefore, it is prayed that the demands made by Party I be rejected and an Award be made in terms of the Settlement dated 20-12-2011 with the Sun Village Resorts Employees Welfare Association.

15. Party I has filed its Rejoinder. Party I states that all the correspondence by Party II to Party I has been on the letter head of Sun Village (De Souza Group). That Party I has addressed correspondence to Party II in the name of Sun Village (De Souza Group) which has been duly acknowledged by Party II. It is denied that there is no Company by the name of Sun Village (De Souza Group). It is denied that in the year 2007-2008, the turnover of Party II was Rs. 9,38,11,872.22 paise and the net profit was 5.97% of the turnover i.e., a sum of Rs. 56,64,192.72 paise. It is denied that in the year 2008-2009, the turnover was reduced to Rs. 7,37,50,247.44 paise and that Party II suffered a loss of Rs. 24,43,947.72 paise. It is denied that in the years 2009-2010, 2010-2011 and 2011-2012, the turnovers were Rs. 7,50,61,186.21 paise, Rs. 8,06,07,716.79 paise and Rs. 8,50,31,746.43 paise respectively and the net profit was 2.2%, 2.4% and 1.85% of the turnover respectively. It is denied that the profits made in those 3 years were of Rs. 16,63,273.53 paise, Rs. 19,48,453.25 paise and Rs. 15,69,204.63 paise respectively. Party I disputes the above figures and states that Party II is making huge profits and that the accounts are manipulated. It is denied that there are 78 employees working for Party II and 53 of them have formed an association called the Sun Village Resorts Employees Welfare Association.

16. It is denied that on 15-03-2011, the Sun Village Resorts Employees Welfare Association sent a Charter of Demands to Party II. That, any settlement signed between Party II and the Sun Village Resorts Employees Welfare Association is totally in favour of Party II and that it is fraudulent, unjust and improper. That registration of the Settlement is fraudulent and it was the duty of the Assistant Labour Commissioner, Mapusa to have informed Party I regarding the same. It is denied that all the workmen have accepted the said Settlement. Therefore, it is prayed that the reliefs claimed by Party I in the Charter of Demands be granted.

17. Heard arguments. The Learned Advocates for the Parties have also filed their Written Arguments.

18. The following issues were framed by this Tribunal and my findings thereon are as follows:-

Issue No.	Issues	Findings
1.	Whether the Party I Union proves that the demand raised by it on behalf of the workmen against the Party II are legal and justified?	Partly in the Affirmative.
2.	Whether Party II proves that the Reference is not maintainable as there is no company by name M/s Sun Village (De Souza Group) at Arpora, Bardez, Goa?	In the Negative.
3.	Whether Party II proves that already a settlement was reached on 20-12-11 between the workmen represented by Sun Village Resorts Employees Welfare Association which is a recognized Union in the company and hence the present reference is without application of mind by Appropriate Government?	In the Negative.
4.	Whether the workmen are entitled to any relief?	As per Order.
5.	What Award?	As per final Order.

REASONS

19. *Issue No. 1:-* The case of Party I is that the charter of demands raised by it on behalf of the workmen and against Party II are legal and justified. Party II has denied the same.

20. Party I has examined one witness, Rajendra Datta Mangueshkar is Witness No. 1 for Party I. He is the General Secretary of the Goa Trade and Commercial Workers' Union.

21. Party II has examined one witness. He is Kushal Kashinath Biramane. He is the General Manager, Finance and Accounts of Party II.

22. In Demand No. 1, Party I has demanded that each workman be graded appropriately as per the nature of the work performed by him and be paid a sum of Rs. 1,000/- per month as Flat-Rise over and

above the existing Basic Salary earned by him as on 31-12-2010. It is demanded that the Basic Salary of each workman as on 31-12-2010 and the flat-rise of Rs. 1,000/- per month be placed in the respective pay-scales given below and fit it at the appropriate stage in the Pay-Scales and shall be paid to each worker with effect from 01-01-2011.

Grade	Designation	Pay-Scales
I	Utility worker/Helper/ /Gardener/Sweeper/ /Labour	3500-105-4025- 120-4625-140- 5325.
II	Resort Attendant/Pool Attendant/Bell Boy/ Doorman/Desk Attendant/(Eng./H/K/ /Garden/Kitchen)/ /Sr. Utility Worker/ /Attendant Cook/ Laundry Attendant/ /Steward/Linen Keeper/Tailor/ /Roomboy/Technician/ /Electrician/Plumber/ /Carpenter/Painter/A. C. Technician/Mason/ /Stores Keeper/ /Assistant Stores Keeper/Cashier/ Reservation	4000-125-4625-125 5350-170-6200.
III	Supervisor/Junior Chef	4500-150-5250- 175-6125-205- 7150
IV	Senior Supervisor, Captain	5000-175-5875- 210-6025-250- 8175

23. Shri Rajendra Datta Mangueshkar (Witness No. I for Party I) deposes that Party II is a 4 Star Hotel/Resort with 135 residential rooms. He deposes that the residential rooms include Delux Rooms, Premium Rooms, Suites and Executive Rooms etc. He deposes that the Hotel/Resort has all the modern facilities such as restaurants, bar, garden, terrace, swimming pool, spa, massage centre, library, wellness centre, fitness centre, games rooms, indoor pub etc. He deposes that the rate/tariff of delux room per night including breakfast is Rs. 15,305/- and for premium room the rate is Rs. 16,482/-. He deposes that the Hotel is situated in a strategic location close to the Baga and Calangute beach and has a high demand among the domestic and foreign tourists. He deposes that the Hotel/Resort remains booked throughout the season and the occupancy of the Hotel remains full

throughout the entire year every year. He deposes that the financial position of Party II since its inception is sound.

24. Shri Kushal Kashinath Biramane is Witness No. I for Party II. He deposes that in the year 2007-2008, Party II had a turnover of Rs. 9,48,11,878.22 paise and the net profit was 5.97% of the turnover. He deposes that in 2008-2009, the turnover was reduced to Rs. 7,37,50,247.44 paise and that Party II suffered a loss. That in the years 2009-2010, 2010-2011 and 2011-2012, the turnover was Rs. 7,50,61,186.21 paise, Rs. 8,06,07,716.79 paise and Rs. 8,50,31,746.43 paise respectively and the net profit was 2.2%, 2.4% and 1.85% of the turnover. He deposes that in the year 2007-2008, there was a profit of Rs. 56,64,192.48, in the year 2008-2009 there was a loss of Rs. 24,43,947.72 paise and in the next 3 years there were profits of Rs. 16,63,273.53 paise, Rs. 19,48,453.25 paise and Rs. 15,69,204.63 paise. He deposes that it shows a decline in business. He deposes that the maximum occupancy in a year would be around 50%. Copy of Profit and Loss Account and Balance-Sheet of Party II for the year 2007-2008 is at Exh. 46 copy of Profit and Loss A/c and Balance Sheet of Party II for the year 2008-2009 is at Exh. 47, copy of Profit and Loss A/c and Balance Sheet of Party II for the year 2009-2010 is at Exh. 48 copy of Profit and Loss Account and Balance Sheet of Party II for the year 2010-2011 is at Exh. 49 and copy of Profit and Loss Account and Balance Sheet of Party II for the year 2012-2013 is at Exh. 50.

25. Party I has adduced evidence to show that Party II is in a strong financial position and is capable of meeting the demands of Party I. Party II on the other hand has adduced evidence to show that its business and profits are on the decline and that it cannot bear the financial implications arising out of the demands of Party II.

26. Let us analyze the evidence to come to the proper conclusion.

27. The Charter of Demands is for a period of 3 years from 01-01-2011 to 31-12-2013. Therefore, by approximation, the profits made by Party II in the financial year 2009-2010, 2010-2011 and 2011-2012 are relevant.

28. In the financial years 2009-2010, 2010-2011 and 2011-2012 Party II made profits of Rs. 16,63,273.53 paise, Rs. 19,48,453.25 paise and Rs. 15,69,204.63 paise respectively. The increase in wages can be paid only out of these profits.

29. Now let us look into the wages paid by industries in the region.

30. M/s. Ronil Beach Resort, Baga, Calangute, Goa is a three star hotel. During the course of conciliation

proceedings a settlement was arrived at between this hotel and its workmen. This settlement dated 01-06-2012 is tendered in evidence by Party I at Exhibit 17 Colly.

31. Leela Goa is a five star hotel. This hotel entered into a settlement with their workmen. Party No. I has produced the same at Exhibit 18 Colly.

32. Settlement dated 01-06-2012 (Exhibit 17 Colly) between M/s. Ronil Beach Resorts, Baga, Calangute, Goa and its workmen gives the workmen the following Pay Scales and Flat Rise and Fitments:-

"1. Pay-Scales:-

Existing scales of basic pay in respect of the payment of the employees shall be revised as following:-

M1—Rs. 1000-80-1400-1900-120-2500-140-3200-160-4000-180-4900-200-5900-220-7000.

M2—Rs. 1200-95-1675-115-2250-135-2925-155-3700-175-4575-195-5500-215-6575-235-7700.

M3—Rs. 1500-120-2100-140-2800-160-3600-180-4500-200-5500-220-6600-240-7800-260-9100.

S1—Rs. 700-50-950-65-1275-80-1675-95-2150-110-2700-125-3325-140-4025-155-4800.

S2—Rs. 800-60-1100-75-1475-90-1925-105-2450-120-3050-135-3725-150-4475-165-5300.

S3—Rs. 900-80-1300-95-1775-110-2325-125-2950-140-3650-155-4425-170-5275-185-6200.

W1—Rs. 400-35-575-45-775-55-1050-65-1375-75-1750-85-2175-95-2650-105-3175.

W2—Rs. 500-45-725-55-1000-65-1325-75-1700-85-2125-95-2600-105-3125-115-3700.

W3—Rs. 600-55-875-65-1200-75-1575-85-2000-95-2475-105-3000-115-3575-125-4200.

In case an employee reaches the end of the scale, as a special case, he shall be given annual increment at the last drawn rate during currency of the settlement.

2. Flat rise and fitment:

Effective from 01-07-2011 all the permanent employees shall be granted increase in the basic salary existing as on 30-06-2011, on the following basis:

Grade	Flat rise on basic salary as on 01-07-2011
M-2	1000/-
M-1	950/-
S-3	900/-
S-2	850/-
S-1	800/-
W-3	750/-
W-2	700/-
W-1	650/-

As a result of adding flat rise in the basic salary, if the resultant amount does not fit into the grade it

shall be brought to the nearest lower step in the grade and the difference, if any, will be paid as "Personal Pay". Further, the personal pay shall be treated as basic salary for the purpose of P. F., bonus, Gratuity etc."

33. By reading the settlement (Exhibit 17 Colly) we cannot come to know as to which type of worker is falling in which grade. May be it can be ascertained by looking at some previous Settlement which has not been produced.

34. The Settlement (Exh.18 Colly) between M/s. Leela Goa and its Workmen provides for Flat Raise in Basic Salary and Pay Scale as follows:-

"It is mutually agreed between the parties that the existing eight grade system will be merged into four grade system which will continue to operate for the operative period in the Settlement as shown in Annexure "I".

All the workmen who are in the pay scales as on 31-12-2009, shall be given a flat rise from 01-01-2010, which shall be added to the basic salary and then fitted into pay scales respectively.

A flat rise of Rs. 1000/- per month will be added to the basic salary to all the permanent staff with effective from 01-01-2010."

35. Annexure I of the Settlement (Exh. 18 Colly) reads as follows:-

ANNEXURE 'I'

Grades, Pay Scales and Classification

Grade V

Helper, Store & Receiving Helper

Bell Boy, Resort Attendant, Laundry Attendant, Utility Worker, Asst. Steward, Gardener, Security Guards, Masseur/Masseuse, Pool/Beach Attendant, Senior Helper,

Sr. Bell Boy, Sr. Utility Workmen, Sr. Resort Attendant, Sr. Gardener, Laundry Operator, Driver, Utility Worker, Masseuse, Asst. Golf/Billiard Marker, Bell Boy

(775-90-1135-95-1515-100-1915-105-2335-110-2775-115-3235-120-3715-125-4215-130-4735-135-5275)

Grade VI

Telephone Operator, A/C Mechanic, Commis II, Steward, Sr. Pool Operator, Sr. Driver, Sr. GSA, Las Vegas Asst., Sr. Laundry Attendant, Laundry Operator, Sr. Guard, Telephone Operator, Vehicle Mechanic, Sr. Mason, Sr. Resort Attendant

Accounts Asst., Sr. Carpenter, Sr. Plumber, Commis I, Kitchen Steward, Front Office Asst., Sr. Time Keeper,

Receiving Asst., Purchase Asst., Stores Asst., Billiard Prof., Sr. Telephone Operator, Heavy Vehicle Driver, GTM, Security Asst., Club Co-ordinator, Sr. GSA, Receiving Supv. Engg. Shift Supv. Sr. A/c Mechanic.

(1080-140-1640-150-2240-160-2880-170-3560-180-4280-190-5040-200-5840-210-6680-220-7560-230-8480)

Grade VII

Sr. Accounts Asst., Sr. GTM, Sr. Boiler Operator, Demi Chef de Partie, Sr. Front Office Asst., Supervisor, Sr. Tel. Operator, Sr. Plumber, Sr. Telephone Technician, Front Office Supv., Supervisor cum Driver, Concierge Supervisor.

Accounts Supv., Stores Supervisor, Engineering Shift Supv., Sr. Secretary, F & B Control Supv., Chef de Partie, Captain, H/Housekeeping Supervisor, Sr. Boat/Health Supervisor, EDP Supv., Purchase Supervisor, Receiving Supv., Front Office Supervisor, HR Supervisor, Garden Supervisor, Las Vegas Supv., Sr. Transport Supv., Sr. Sec. Supervisor, Engineering Supervisor, Sr. Telephone Supervisor, Sr. Kitchen Stewarding Supervisor.

(2175-180-2895-195-3675-210-4515-225-5415-240-6375-255-7395-270-8475).

Grade VII

Sr. General Cashier, Sr. House Keeping Supv., Sr. Captain, Linen & Uniform in Charge, Sr. Engg. Shift Supv., Sr. Secretary, Sr. HR Supv., Sr. Chef De Partie, Sr. Accounts Supervisor, Sr. Front Office Supervisor, Sr. F & B Controls, Supervisor.

(5835-255-6855-275-7955-295-9135-315-10395-335-11735)

36. I fail to understand why the workmen are graded from Grade V to Grade VIII instead of from Grade I to Grade IV.

37. Party II had entered into a Settlement dated 20-12-2011 with Sun Village Resorts Employees Welfare Association. This Settlement is at Exh. 41. In this Settlement the workmen are classified as follows:-

Grade-I – Unskilled Category

Utility worker, Helper, Gardener, Sweeper, Labourer and employee by whatever names called doing the work of the nature done by persons falling under the above entries.

Grade-II – Semi Skilled/Junior Skilled Category

The employee appointed has some minimum expectable experience useful for organizational purpose in this listed category i.e. (1) Jr. Resort

Attendant (2) Jr. Room Boy (3) Jr. Pool Attendant (4) Jr. Bell Boy (5) Jr. Desk Attendant (6) Jr. EDP Asst. (7) Jr. Time Office/Personnel Asst. (8) Jr. Account Asst. (9) Jr. Cashier (10) Asst. Steward (11) Asst. Linen Keeper (12) Asst. Tailor (13) Asstt. Technician (14) Asst. Electrician (15) Asst. Plumber (16) Asst. Carpenter (17) Asst. Painter (18) Asst. A. C. Tech. (19) Asst. Mason (20) Asst. Store Keeper (21) Asst. Cahier (22) Asst. Reservation (23) Commi-III.

Grade-III – Skilled Category

(1) Resort Attendant (2) Pool Attendant (3) Bell Boy (4) COM II (5) Desk Attendant (6) Steward (7) Linen Keeper (8) Tailor (9) Room Boy (10) Electrician (11) Plumber (12) Carpenter (13) Painter (14) A. C. Tech. (15) Store Keeper (16) Cashier (17) Reservation (18) Time Office Personnel Asst. (19) Transport Supervisor (20) Accountant (21) Tr. Captain (22) EDP Asst.

Grade-IV – Senior Skilled/Supervisor Category

(1) Sr. Time Office/Personnel Asst.-cum-Transport Supervisor (2) Captain (3) COM I (4) Demi CDP (5) EDP Asst. (6) Chef de Parties (7) Asst. F & B Controller (8) Front Office Supervisor (9) Jr. Chef.

Grade-V – High Skilled/Senior Supervisor Category

(1) Sr. Personnel Asst. (2) Catering (3) Sr. House-Keeping Supervisor (4) Sr. Bar Captain Supervisor (5) Sr. Captain.

Grade-VI – Trainees

Means an apprentice who undergoes apprenticeship Training in any trade or occupation to meet the requirement of the Company and fits into the working categories in the Grades I to V. The Trainees will be given adequate training in the Categories/Skills required by a Company for a fixed period depending upon the trade in which trainee will be taken in service. Trainee shall be paid stipend during the period of training and trainee shall not be entitled for any other allowances/benefits which are paid/payable to the regular/permanent employees of the Company.

38. In the said settlement, the workers were allotted the following pay scales:-

Grade I-	4000-50-4250-60-4550-70-4900-80-5300
Grade II-	4100-60-4400-70-4750-80-5150-90-5600
Grade III-	4200-70-4550-80-4950-90-5400-100-5900
Grade IV-	4500-80-4900-90-5350-100-5850-110-6400
Grade V-	4600-90-5050-100-5550-110-6100-120-6700

39. All workmen were to be given Seniority Increment as follows:-

- | | |
|---|-------------------|
| i) Employees completing 1 year and above but less than 3 years as on 31-03-2012 | One increment. |
| ii) Employees completing 3 years & above but less than 6 years as on 31-03-2012 | Two increments. |
| iii) Employees completing 6 years & above as on 31-03-2012 | Three increments. |

40. All workmen including the members of Party I have been receiving wages as per the Settlement (Exh. 41) between Party II and the Sun Village Resorts Employees Welfare Association.

41. There is nothing irrational about the classification of the workmen of Party II as stipulated in the Settlement at Exh. 41. As all the workmen of the Hotel have been receiving wages as per the said classification, the said classification need not be disturbed.

42. A comparative study of the wages paid by the hotels in the region, together with the profits earned by Party II show that the basic pay and Seniority Increment which is paid by Party II are reasonable. Any further raise in basic pay will affect the ability of this Tribunal to award Variable Dearness Allowance. Variable Dearness Allowance is more advantageous to the workmen as it increases from time to time. Therefore, the basic pay should be awarded as per the basic pay in Settlement dated 20-12-2011 (Exh. 41) together with the Seniority Increment stated therein. The seniority increments should be considered to be part of their Wage-structure. Nevertheless, the increase in basic pay shall be effective from 01-01-2011.

43. Demand No. 2 deals with House-Rent Allowance (HRA). Party I has demanded that with effect from 01-01-2011 each workman should be paid House Rent Allowance (HRA) at the rate of 20% of the basic salary.

44. In the Settlement (Exh. 17 Colly) between M/s. Ronil Beach Resort, Baga, Calangute, Goa and its workmen a sum of Rs. 450/- per month was added to the existing House Rent Allowance with effect from 01-07-2011. The Settlement does not state what the existing House Rent Allowance was as on 30-06-2011.

45. In the Settlement (Exh. 18 Colly) between Leela Goa and its workmen, the House Rent was increased by Rs. 600/- in 2010, Rs. 100/- in 2011 and Rs. 50/- in 2012. There is nothing on record to show the existing house rent as in 2009.

46. By the Settlement (Exh. 41) between Party II and Sun Village Resorts Employees Welfare Association it was agreed that a sum of Rs. 150/- shall

be added to the existing House Rent Allowance with effect from 01-04-2012 and further increased at the rate of Rs. 150/- from 01-04-2013 and further by Rs. 150/- from 01-04-2014 for workers in Grades I, II and III. It was further agreed that a sum of Rs. 250/- shall be added to the existing House Rent Allowance with effect from 01-04-2012 for workmen in Grades IV and V. It was further agreed that the House Rent Allowance would be further increased for them by Rs. 250/- from 01-04-2013 and Rs. 250/- from 01-04-2014. The House-Rent Allowance granted by this Settlement appears to be fair. Therefore, it can be awarded at that rate for the period from 01-01-2011 to 31-12-29013. In other words, the rate of increase in house-rent allowance would be the same but the period would be different.

47. By Demand No. 3, Party I has demanded Fixed Dearness Allowance of Rs. 2,000/- per month to be paid to each workman as Fixed Dearness Allowance at base 3500 points All India Consumer Price Index (AAICPI) (1960=100).

48. By their Settlement, Leela Goa had increased the Fixed Dearness Allowance by Rs. 750/- per month in the year 2010, Rs. 850/- per month in the year 2011, Rs. 1,000/- per month in the year 2012 and Rs. 1,200/- per month in the year 2013.

49. By their Settlement, Ronil Beach Resort had granted additional fixed dearness allowance of Rs. 750/- per month from 01-07-2011.

50. The Profit and Loss Account of Leela Goa and Ronil Beach Resort has not been produced. We do not know their financial standing.

51. The Profit and Loss Account of Party II has been produced. Their profits are very meager. Granting any fixed dearness allowance is not possible. It would drive Party II into losses.

52. Demand No. 4 deals with Variable Dearness Allowance (VDA). It is demanded that with effect from 01-01-2011 each workman should be paid Variable Dearness Allowance (VDA) at the rate of Rs. 1.75 per point over and above base (AAICPI) (1960=100).

53. By their Settlements, Ronil Beach Resorts has paid their permanent workmen Variable Dearness Allowance at the rate of Rs.1.45 paise per point over and above 1200 points of AICPI (1960=100) and Leela Goa has enhanced Variable Dearness Allowance per point from Rs. 1.15 paise to Rs. 1.20 paise effective from 01-01-2010.

54. Variable Dearness Allowance is an important factor in ensuring the financial stability of the workmen. It is true that the profits earned by Party II is meager. That does not mean that they can shy away from paying Variable Dearness Allowance.

55. It has been held in **Killick Nixon Limited V/s Allied Companies Employees Union (AIR 1975 SC 1778)** that D.A. was primarily intended to be a temporary expedient and was sought to be made available as a protection to those who have no cushion at all in their wage packet in the face of appreciable rise in prices.

56. Therefore, Variable Dearness Allowance has to be paid. Before awarding Variable Dearness Allowance, we have to strike a balance between the reality of price rise and the ability of the Employer to pay. In the circumstances of the case Variable Dearness Allowance at the rate of Rs. 0.70 paise per point over and above the base 3500 points (AICPI) (1960=100) with effect from 01-01-2011 would suffice. The Variable Dearness Allowance to be revised quarterly. It should be awarded accordingly.

57. In Demand No. 5, it is demanded that with effect from 01-01-2011 each workman should be paid an additional Conveyance Allowance of Rs. 500/- per month with their existing Travelling Allowance. There is nothing on record to show the existing travelling allowance.

58. In their Settlement (Exh. 17 Colly) M/s. Ronil Beach Resort has increased the travelling allowance by Rs. 150/- per month above the existing travelling allowance. There is nothing on record to show the existing travelling allowance.

59. By their Settlement (Exh. 18 Colly) Leela Goa has increased the travelling allowance by Rs. 200/- per month in 2010, Rs. 50/- per month in 2011, Rs. 50/- per month in 2012 and Rs. 50/- in 2013 above the existing travelling allowance. There is no material on record to show what was the existing travelling allowance.

60. By the Settlement (Exh. 41 Colly) between Party II and Sun Village Resorts Employees Welfare Association, Workers in Grade I, II and III were given increases in their travelling allowance by Rs. 100/- per month each year for 3 years above the existing travelling allowance. The travelling allowance of workers in Grade IV and Grade V were given increases by Rs. 150/- per month each year for 3 years above the existing travelling allowance. This increase compares favourably with the increases granted by the other hotels. An Award can be made at this rate for traveling allowance commencing from 01-01-2011 every year for 3 years.

61. By Demand No. 6 it is demanded that with effect from 01-01-2011, each worker shall be paid a sum of Rs. 500/- per month towards washing allowance.

62. By its Settlement, M/s. Ronil Beach Resorts has increased the Laundry Allowance by Rs. 150/- above the existing laundry allowance. There is no material on record to show the existing laundry allowance.

63. By the Settlement between Party II and Sun Village Resorts Employees Welfare Association, Washing Allowance of workmen in Grades I, II and III was increased by Rs. 100/- per month every year for 3 years. The washing allowance of workmen in Grade IV and V was increased by Rs. 150/- per month every year for 3 years. This rate of increase seems reasonable and an Award regarding the same can be made accordingly commencing from 01-01-2011.

64. Demand No. 7 is regarding Shift Allowance. It reads as follows:-

"It is demanded that with effect from 01-01-2011, each workman shall be paid a Shift Allowance on the following basis:

7.00 a.m. to 4.00 p.m.	Rs. 20/- per shift.
8.00 a.m. to 5.00 p.m.	Rs. 20/- per shift.
9.00 a.m. to 6.00 p.m.	Rs. 20/- per shift.
11.00 a.m. to 8.00 p.m.	Rs. 30/- per shift.
3.00 p.m. to 12.00 p.m.	Rs. 40/- per shift.

65. As seen above, the profits of the Party II are small. Therefore, Shift Allowance cannot be granted.

66. Demand No. 8 deals with out-door food allowance. It is demanded that Rs. 25/- per day be paid for breakfast, Rs. 50/- per day for lunch, Rs. 50/- per day be paid for dinner and Rs. 25/- per day be paid for tea and snacks as out-door food allowance.

67. The profits of Party II are marginal. Therefore, out-door food allowance cannot be paid.

68. Demand No. 9 deals with Leave Travel Allowance (LTA). It is demanded that with effect from 01-01-2011 each workman should be paid Rs. 5,000/- as leave travel allowance (LTA) in the month of December every year.

69. As the profits earned by Party II is very meager, leave travel allowance cannot be paid.

70. Demand No. 10 deals with overtime allowance. It is demanded that each workman shall be paid overtime allowance at double the rate of the wages with retrospective effect irrespective of his grade and designation. It is demanded that whenever a workman is required to work on Sundays/Holidays and on weekly off days, they shall be paid double the rate of wages with a paid compensatory off which shall be allowed to be availed by a workman within 10 days of such work. It is demanded that in the event where a workman exceeds 16 hours of duty due to

exigency of work, he/she shall be paid overtime allowance as above and shall be given a paid compensatory-off, consequent to such work.

71. Overtime Allowance is a right. It should be granted as demanded except for paid compensatory off for working on Sundays/Holidays and on weekly off days.

72. Demand No. 11 deals with Leave Facilities. It reads as follows:

"It is demanded that with effect from 01-01-2011, all the workmen shall be made eligible to the following leave facilities :

- (a) Privilege Leave : 30 days per year with the facility to accumulate upto 100 days and encash leave above 50 days.
- (b) Casual Leave : 12 days per year with the facility to accumulate upto 30 days or with a facility to encash the balance leave.
- (c) Sick Leave : 10 days per year with a facility to accumulate upto 30 days.
- (d) Holidays : 12 days per year which shall be finalized in the month of January every year between the Union and the Management.

73. The profits of Party II were meager. It was not possible to raise wages and allowances to the required level because of the same. This inadequacy can be compensated to a certain extent by granting Demand No. 11 with one exception. The exception is that there shall be no facility to encash the balance casual leave. Subject to this exception, demand No. 11 can be granted.

74. Demand No. 12 deals with rest rooms and lockers. It is demanded that all workmen be provided with proper rest rooms and lockers.

75. Party II has made meager profits. They cannot be directed to provide rest rooms and lockers. Therefore, demand No. 12 cannot be granted.

76. Demand No. 13 deals with Company's accommodation. It is demanded that all the workers be provided with Company's accommodation.

77. Party II has made meager profits. They cannot be directed to provide Company's accommodation to all workmen. Hence, demand No. 13 cannot be granted.

78. Demand No. 14 deals with interest free loan facility. It is demanded that each workman shall be made eligible to an interest free loan facility to an extent of Rs. 25,000/- without Surety, to be deducted in 50 equal installments.

79. The financial condition of Party II does not allow the grant of such loans. Hence demand No. 14 cannot be granted.

80. Demand No. 15 deals with bonus. It is demanded that from 01-01-2011, all the workmen be paid Bonus for every financial year at the rate of 20% without any ceiling.

81. The financial condition of Party II does not allow the grant of such bonus. The interest of the workmen will be protected by the Payment of Bonus Act, 1965.

82. Demand No. 16 deals with festival advance. It reads as follows:

"It is demanded that each workman shall be paid Rs. 4,000/- as Festival Advance to be deducted in 8 equal installments at least 10 days prior to the following festival, every year.

- (a) Ganesh Chaturthi Festival.
- (b) Christmas Festival.
- (c) Festival of Id".

83. The profits of Party II are very meager. Therefore, demand No.16 cannot be granted.

84. Demand No. 17 deals with service charge. It is demanded that

- (a) all the workmen shall be paid 10% service charge per month on the gross sales in the Hotel.
- (b) all service charges shall be distributed equally to all ranks and file.

85. The profits of Party II are meager and fluctuating. Service charge will increase the cost of goods and services provided by Party II. This is not good for business as it will reduce its competitive edge. Therefore, demand No. 17 cannot be granted.

86. By demand No. 18, it is demanded that detailed letters of Appointment/Confirmation in service be issued to each workman specifying his/her date of joining, confirmation in service, grade etc. This is a reasonable demand. It should be granted.

87. Demand No. 19 is regarding interim-reliefs. The stage for interim reliefs is over. Demand No. 19 is infructuous.

88. Demand No. 20 is regarding the period of settlement. It is demanded that the settlement shall be for a period of three years from 01-01-2011 to 31-12-2013.

89. There is nothing wrong with this demand and it can be granted.

90. For the reasons stated above, Party I Union has partly proved that the demand raised by it on behalf of the workmen against Party II are legal and justified. Hence, I hold Issue No. 1 partly in the affirmative.

91. *Issue No. 2:-* The case of Party II is that the Reference is not maintainable as there is no Company by the name of M/s Sun Village (De Souza Group) at Arpora, Bardez-Goa.

92. We are adjudicating upon and an industrial dispute raised at the instance of workmen. Workmen are not experts on Company law. They do not look at the Certificate of Incorporation of their Employer (Company) before raising a Charter of Demands. It is sufficient if they identify their Employer with reasonable certainty. In other words the identifiers should know who they are identifying and the identified Company should know that it is being identified.

93. The Certificate of Incorporation of Party II is at Exh. 45. It is dated 08-04-2008. Party II is called Sun Village Resorts Private Limited. In the reference it is called M/s Sun Village (De Souza Group).

94. Notices were issued to M/s. Sun Village (De Souza Group) during the conciliation proceedings and Party II received the same.

95. Summons were issued by this Tribunal to M/s. Sun Village (De Souza Group) and Party II received the same.

96. Exh. 51 is the list of employees working for Party II. Party II has produced the same. This letter is typed on the letter-head of "Sun Village".

97. Shri Kushal Kashinath Biramane (Witness I for Party II) deposes that Exh. 51 is on the letter head of "Sun Village". Therefore, Party II was representing to others on its letter head that it was called "Sun Village".

98. Shri Kushal Kashinath Biramane (Witness I for Party II) deposes that "Sun Village" has its own web-site and its rates and tariffs are shown on the web-site. Therefore, Party II has identified itself as "Sun Village" on its web-site.

99. Shri Kushal Kashinath Biramane (Witness I for Party II) deposes that the Hotel was started in the year 1997. He deposes that at that time it was owned by a firm called "DeSouza Hotel Resorts Sun Village".

100. Shri Kushal Kashinath Biramane (Witness I for Party II) deposes that the Company (Sun Village Resorts Pvt. Ltd.) was owned by M/s. De Souza Leisures Pvt. Ltd., which in turn belongs to the "De Souza Group".

101. Under these circumstances, the workmen (Party I) identifying Party II as M/s. Sun Village (De Souza Group) is reasonable. It refers to "Sun Village Resorts Pvt. Ltd.". Therefore, Party II has failed to prove that the reference is not maintainable as there is no Company by the name of M/s. Sun Village (De Souza Group) at Arpora, Bardez, Goa. Hence, I hold Issue No. 2 in the negative.

102. *Issue No. 3:-* It is the case of Party II that Sun Village Resorts Employees Welfare Association is a recognized Union of Party II. That, on 20-12-2011, Party II and the workmen represented by Sun Village Resorts Employees Welfare Association entered into a Settlement. Therefore, the case of Party II is that the present reference is without application of mind by the appropriate Government.

103. The Settlement dated 20-12-2011 between Party II and Sun Village Resorts Employees Welfare Association was not made during a conciliation proceeding. Therefore, it was not binding on Party I.

104. Party II has stated in the Written Statement that 18 workmen (who are members of Party I) have written letters stating that they were coerced to accept the Settlement.

105. Under these circumstances, the Government had the powers to refer the dispute to this Tribunal. Therefore, Party II had failed to prove that in view of Settlement dated 20-12-2011 between Party II and the Sun Village Resorts Employees Welfare Association the present reference is without application of mind by the appropriate Government. Hence, I hold Issue No. 3 in the negative.

106. The Learned Advocate for Party II, Shri P. J. Kamat argues that when a recognized Union having majority of workers has entered into a Settlement, the minority Union would be bound by the same if it is reasonable. The Learned Advocate of Party II has relied upon the law laid down in **Herbertson's Limited V/s Workmen of Herbertson's Limited and others (1977 SCR (2) 15)** in support of this contention.

107. In **Herbertson's Limited V/s Workmen of Herbertson's Limited and Ors. (1977 SCR (2) 15)** an Award passed for wages, etc. by an Industrial Tribunal was impugned by appeal by Special Leave before the Hon'ble Supreme Court. During the pendency of the proceedings, a majority recognized Union entered into a Settlement with the Management. The Parties agreed that if the Settlement was fair and just, they would allow it to substitute the Award. The Hon'ble Supreme Court asked the Industrial Tribunal to enquire and report if the Settlement was fair and just. The Industrial Tribunal submitted its report after an enquiry. At this

stage, the minority Union said that the Settlement was not binding on it. The Hon'ble Supreme Court held that the Settlement was fair and just and allowed the Settlement to substitute the Award. This was done because at an earlier stage, the minority Union had agreed that if the Settlement was fair and just, it could substitute the Award. The facts of the present case is different. There is no agreement by Party I to accept the Settlement with the majority Union, if it was just and fair. Hence, this case-law does not apply.

108. The Learned Advocate for Party II, Shri P. J. Kamat has relied upon the law laid down in **New Standard Engineering Co. Ltd. V/s N. L. Abhyankar and Ors. (1978 SCR (2) 798)**. In this case, an Award for wages etc. was passed by the Industrial Tribunal. The Award was challenged in a Writ Petition before the Hon'ble High Court. The majority Union (Respondent No. 3) and the Employer entered into a Settlement during the pendency of the Writ Petition. The Employer wanted an Award to be made in terms of the Settlement or for a direction to the Tribunal to consider if the Settlement was fair and reasonable. The Hon'ble High Court dismissed the Writ Petition on merits. Aggrieved by the same, the Employer preferred a Special Leave Petition to appeal. "Consent Terms" were filed by the Learned Counsel for the Parties. Thereupon notices were served on all concerned and the matter was referred to the Industrial Tribunal to decide upon issues, one of which was as to whether the Settlement was just and fair. The Industrial Tribunal gave its findings on the issues. Finding that the Settlement was just and fair and also finding that the Settlement was accepted by a large majority of the workmen, the Hon'ble Supreme Court substituted the Award of the Tribunal with the Settlement.

109. It should be noted that in the above case, the issues were referred to the Tribunal upon "Consent Terms" being filed by the Advocates for the Parties. By necessary implication, the Parties had agreed that the issues be referred and thereafter orders passed based on the finding on the issues. There are no "Consent Terms" of such nature before this Tribunal in this case and hence the above-mentioned case-law does not apply.

110. The Learned Advocate for Party II Shri P. J. Kamat argues that Party II is a 4 Star Hotel. That Party I has adduced evidence to show what is paid to workmen in M/s. Ronil Beach Resort which is a 3 Star Hotel and Leela Goa which is a 5 Star Hotel. The Learned Advocate for Party II argues that these hotels are not comparable with Party II. The Learned Advocate for Party II argues that the Profit and Loss Accounts of M/s. Ronil Beach Resorts and Leela Goa

have not been produced. The Learned Advocate for Party II relies upon the law laid down in **Concept Pharmaceuticals Ltd. V/s Concept Pharmaceuticals Kamgar Sanghatana (2005 II CLR 337)** in support of his arguments.

111. I am aware of these shortcomings in the evidence of Party I.

112. That is why this Tribunal has granted on most of the demands what has been granted to the workmen in the Settlement between Party II and the Sun Village Resorts Employees Welfare Association. These are based on the admitted capacity of Party II to pay. It is only in VDA and Overtime Allowance that this Tribunal has given some additional monetary benefits. Even Variable Dearness Allowance has been granted well below what is granted by M/s. Ronil Beach Resort and Leela Goa taking into account the low profits earned by Party II.

113. The Learned Advocate for Party I, Shri Suhaas Naik argues that the accounts submitted by Party II are false.

114. There is no evidence to prove that the accounts submitted by Party II are false.

115. Party I has not demanded Seniority Increments. Nevertheless, this Tribunal proposes to award seniority increments to the members of Party I. It shall be considered to be a part and parcel of their revised wages.

Hence, I pass the following:-

ORDER

i) Demand No.1 is partly granted. The classification of the workers shall be as follows:-

Grade-I-Unskilled Category

Utility worker, Helper, Gardener, Sweeper, Labourer and employee by whatever names called doing the work of the nature done by persons falling under the above entries.

Grade-II-Semi Skilled/Junior Skilled Category

The employee appointed has some minimum expectable experience useful for organizational purpose in this listed category i.e. (1) Jr. Resort Attendant (2) Jr. Room Boy (3) Jr. Pool Attendant (4) Jr. Bell Boy (5) Jr. Desk Attendant (6) Jr. EDP Asst. (7) Jr. Time Office/Personnel Asst. (8) Jr. Account Asst. (9) Jr. Cashier (10) Asst. Steward (11) Asst. Linen Keeper (12) Asst. Tailor (13) Asst. Technician (14) Asst. Electrician (15) Asst. Plumber (16) Asst. Carpenter (17) Asst. Painter (18) Asst. A. C. Tech. (19) Asst. Mason (20) Asst. Store Keeper (21) Asst. Cahier (22) Asst. Reservation (23) Commi – III.

Grade-III-Skilled Category

(1) Resort Attendant (2) Pool Attendant (3) Bell Boy (4) COM II (5) Desk Attendant (6) Steward (7) Linen Keeper (8) Tailor (9) Room Boy (10) Electrician (11) Plumber (12) Carpenter (13) Painter (14) A. C. Tech (15) Store Keeper (16) Cashier (17) Reservation (18) Time Office Personnel Asst. (19) Transport Supervisor (20) Accountant (21) Tr. Captain (22) EDP Asst.

Grade-IV-Senior Skilled/Supervisor Category

(1) Sr. Time Office/Personnel Asst. cum Transport Supervisor (2) Captain (3) COM I (4) Demi CDP (5) EDP Asst. (6) Chef de Parties (7) Asst. F & B Controller (8) Front Office Supervisor (9) Jr. Chef.

Grade-V-High Skilled/Senior Supervisor Category

(1) Sr. Personnel Asst. (2) Catering (3) Sr. House-Keeping Supervisor (4) Sr. Bar Captain Supervisor (5) Sr. Captain.

Grade-VI – Trainees

Means an apprentice who undergoes apprenticeship Training in any trade or occupation to meet the requirement of the Company and fits into the working categories in the Grades I to V. The Trainees will be given adequate training in the Categories/Skills required by a Company for a fixed period depending upon the trade in which trainee will be taken in service. Trainee shall be paid stipend during the period of training and trainee shall not be entitled for any other allowances/benefits which are paid/payable to the regular/permanent employees of the Company.

The pay-scales of the workers shall be as follows:-

Grade I-	4000-50-4250-60-4550-70-4900-80-5300
Grade II-	4100-60-4400-70-4750-80-5150-90-5600
Grade III-	4200-70-4550-80-4950-90-5400-100-5900
Grade IV-	4500-80-4900-90-5350-100-5850-110-6400
Grade V-	4600-90-5050-100-5550-110-6100-120-6700

All the workmen shall be given seniority increments as follows:-

- i) Employees completing 1 year and above but less than 3 years as on 31-03-2012 One increment.
- ii) Employees completing 3 years & above but less than 6 years as on 31-03-2012 Two increments.
- iii) Employees completing 6 years & above as on 31-03-2012 Three increments.

The pay-scale should be made effective from 01-01-2011.

- ii) Demand No. 2 is partly granted. A sum of Rs. 150/- shall be added to the existing House-Rent Allowance with effect from 01-01-2011 and further increased at the rate of Rs. 150/- from 01-01-2012 and further increased at the rate of Rs. 150/- from 01-01-2013 for workers in Grade I, II and III. A sum of Rs. 250/- shall be added to the existing House-Rent Allowance with effect from 01-01-2011 for workmen in Grades IV and V. Their House-Rent Allowance shall be further increased by Rs. 250/- from 01-01-2011 and further increased by Rs. 250/- from 01-01-2013.
- iii) Demand No. 3 for Fixed Dearness Allowance is rejected.
- iv) Demand No. 4 is partly granted. Variable Dearness Allowance is granted at the rate of Rs. 0.70 paise per point over and above the base 3500 points AAICPI (1960=100) with effect from 01-01-2011. The Variable Dearness Allowance shall be revised quarterly.
- v) Demand No. 5 is partly granted. The Travelling Allowance of workers in Grade I, II and III shall be increased by Rs. 100/- with effect from 01-01-2011 and further increased by Rs. 100/- from 01-01-2012 and further increased by Rs. 100/- from 01-01-2013. The Travelling Allowance of workers in Grades IV and V shall be increased by Rs. 150/- with effect from 01-01-2011, and further increased by Rs. 150/- from 01-01-2012 and further increased by Rs. 150/- from 01-01-2014.
- vi) Demand No. 6 is partly granted. The Washing Allowance of workmen in Grades I, II and III is increased by Rs. 100/- with effect from 01-01-2011, further increased by Rs. 100/- from 01-01-2012 and further increased by Rs. 100/- from 01-01-2013. The Washing Allowance of workmen in Grades IV and V are increased by Rs. 150/- with effect from 01-01-2011, further increased by Rs. 150/- from 01-01-2012 and further increased by Rs. 100/- from 01-01-2013.
- vii) Demand No. 7 for Shift Allowance is rejected.
- viii) Demand No. 8 for out-door food allowance is rejected.
- ix) Demand No. 9 for leave travel allowance is rejected.
- x) Demand No. 10 is partly granted. Each workman shall be paid overtime allowance at double the rate of the wages irrespective of his grade or designation. Whenever a workman is required to work on Sundays/Holidays and on weekly off days, they shall be paid double the rate of wages. In the event where a workman exceeds 16 hours of duty due to exigency of work, he/she shall be paid overtime allowance as above and shall be given a paid compensatory off, consequent to such work.
- xi) Demand No. 11 is partly granted. All workmen shall be eligible to the following leave facilities:-
- (a) Privilege Leave : 30 days per year with the facility to accumulate upto 100 days and encash leave above 50 days.
- (b) Casual Leave : 12 days per year with the facility to accumulate upto 30 days.
- (c) Sick Leave : 10 days per year with a facility to accumulate upto 30 days.
- (d) Holidays : 12 days per year which shall be finalized in the month of January every year between the Union and the Management.
- xii) Demand No. 12 for rest-rooms and lockers are rejected.
- xiii) Demand No. 13 for Company's accommodation is rejected.
- xiv) Demand No. 14 for interest free loan facility is rejected.
- xv) Demand No. 15 for bonus is rejected.
- xvi) Demand No. 16 for festival advance is rejected.
- xvii) Demand No. 17 for collection and distribution of service charges is rejected.
- xviii) Demand No. 18 is granted. Detailed letters of Appointment/Confirmation in service shall be issued to each workman specifying his/her date of joining, confirmation in service, grade etc.
- xix) Demand No. 19 for interim reliefs is rejected as infructuous.
- xx) Demand No. 20 is granted. This Award shall be for a period of 3 years from 01-01-2011 to 31-12-2013.
- xxi) No orders as to costs.
- xxii) Inform the Government accordingly.

Sd/-
(Anil Scaria),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Department of Personnel

Order

Order

No. 7/25/2022-PER/3011

Government of Goa is pleased to give charge of the post of Resident Commissioner, Goa Sadan, New Delhi to Shri Vikas Kamble, Deputy Resident Commissioner in addition to his own duties with immediate effect, thereby relieving Shri Sreekanth T, IAS, from the post of Resident Commissioner.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).
Porvorim, 11th July, 2023.

No. 22/10/2018-PER/3037

Read: Order No. 14020/01/2023-UTS.I dated 08-06-2023 issued by the Ministry of Home Affairs, Government of India, New Delhi.

The Governor of Goa is pleased to relieve Shri Shivendu Bhushan, IPS (AGMUT: 2019), Superintendent of Police (ANC), from the State Administration with effect from 31-07-2023 (a. n.) to join his new posting at Mizoram.

By order and in the name of the Governor of Goa.

Nathine S. Araujo, Under Secretary (Personnel-II).
Porvorim, 13th July, 2023.

Order

No. 7/17/2022-PER/3059

Read: Order No. 14020/01/2023-UTS.I dated 08-06-2023.

The Governor of Goa is pleased to relieve the following IAS officers from this Administration w.e.f. 31-07-2023 (a. n.) to join their new assignment/posting in pursuance to Ministry of Home Affairs order read in the preamble:

Sr. No.	Name of the Officer	Designation	Transferred to
1	2	3	4
1.	Shri Michael M. D'Souza, IAS (2015)	Director (Training), GIPARD	Ladakh.
2.	Ms. Jyoti Kumari, IAS (2018)	Chief Executive Officer, Entertainment Society of Goa	Andaman & Nicobar Islands.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).
Porvorim, 14th July, 2023.

Order

No. 5/23/2022-PER/3069

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer of the following Junior Scale Officers of Goa Civil Service, in public interest, with immediate effect:

Sr. No.	Name and present posting of the Officer	Posted as
1	2	3
1.	Shri Sohan Uskaikar, Chief Officer, Ponda Municipal Council with additional charge of General Manager, GIDC	Assistant Director, Handicrafts, Textile & Coir with additional charge of General Manager, GIDC.

1	2	3
2.	Shri Premraj Shirodkar, Under Secretary (Exp.), Finance	Deputy Collector, South-I with additional charge of Deputy Collector, South-II.
3.	Shri Naresh Gaude, Deputy Collector, South-I with additional charge of Deputy Collector, South-II	Under Secretary (Exp.), Finance.

Notification

No. 7/1/2023-PER/2098

In exercise of the powers conferred by Article 316 of the Constitution of India, read with Regulation 3 of the Goa Public Service Commission (Members and Staff) (Conditions of Service) Regulations, 2020, the Governor of Goa is pleased to appoint Dr. Udaysinh Shrikant Raorane, as Member of the Goa Public Service Commission, from the date of taking over the charge.

By order and in the name of the Governor of Goa.

Nathine S. Araujo, Under Secretary (Personnel-II).

Porvorim, 10th July, 2023.

Shri Shubham Naik, Deputy Registrar, Goa Engineering College shall hold the charge of post of Chief Officer, Ponda Municipal Council in addition to his own duties.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 17th July, 2023.

Corrigendum

No. 15/7/2003-PER(Part-I)/3025

Read: Order No. 15/7/2003-PER(Part-I)/2028 dated 04-07-2023.

In the order read in the preamble, the row at Sr. No. 6 shall be corrected to read as follows:-

Sr. No.	Name of the Officer	Results	Remarks
1	2	3	4
6.	Smt. Seema S. S. Gudekar	Failed	Failed in Paper V & VI.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 11th July, 2023.

Department of Public Health**Order**

No. 44/34/2018-I/PHD/1007

Government is pleased to accept the resignation tendered by Dr. Siddharth Naik, Medical Officer under Directorate of Health Services and to relieve him from the post of Medical Officer under Directorate of Health Services with effect from 11-05-2023 (b. n.).

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health-II).

Porvorim, 6th July, 2023.

Raj Bhavan

Order

No. GS/DPC/1/2007/1409

The Hon'ble Governor of Goa is pleased to appoint on promotion on the recommendation of Departmental Promotion Committee and Board, Smt. Shreya S. Gurav, Senior Assistant to the post of Section Officer, Group 'B' Non-Ministerial, Gazetted in the Governor's Secretariat, Raj Bhavan, Goa, on regular basis in the Pay Level-7 in 7th CPC with immediate effect as per Section 3(b) of Goa Governor's Secretariat (Recruitment and Conditions of Service) Rules, 2010.

Smt. Shreya Gurav shall exercise her option for fixation of her pay in the promotional grade, in terms of provision of F. R. 22(I)(a)(1) within a period of one month from the date of her promotion as Section Officer.

Smt. Shreya Gurav shall be on probation for a period of two years from the date of joining as per the Office memorandum No. 12/14/89-PER(Part) dated 12-08-2014.

The expenditure to the Budget Head of Account 2012—Governor, 03—Governor Administration/UTs, 090—Secretariat, 01—Secretariat of the Governor (charged), 01—Salaries.

Sanjeev C. Gauns Dessai, Add. Secretary to Governor.
11th July, 2023.

Department of Town & Country Planning

Notification

No. 36/18/70/RPG-21/Siolim/171/20/TCP-2023/140

Whereas, the Department is in receipt of an application dated 05-06-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land admeasuring an area of 4825 m2, surveyed under Survey No. 171, sub-division No. 20, of Village Siolim, Bardez Taluka, District North Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from

a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inconsistent/incoherent zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of plot of land surveyed under Survey No. 171 sub-division No. 20, of Village Siolim, Bardez Taluka admeasuring an area of 4825 m2 only which is earmarked as Paddy Field as per RPG-2021, to Settlement zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of the plot of land admeasuring an area of 4825 m2, surveyed under Survey No. 171, sub-division No. 20, of Village Siolim, Bardez Taluka, District North Goa, State of Goa which is earmarked as Paddy Field as per RPG-2021 is hereby corrected as Settlement zone.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji, 19th July, 2023.

Notification

No. 36/18/33/17(2)/RPG-21/Raia/150/15-L/TCP-2023/141

Whereas, the Department is in receipt of an application dated 05-04-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land admeasuring an area of 253 m2, surveyed under Survey No. 150, sub-division No. 15-L, of Village Raia, Salcete Taluka, District South Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inconsistent/incoherent zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of plot of land surveyed under Survey No. 150, sub-division No. 15-L, of Village Raia, Salcete Taluka admeasuring an area of 253 m² only which is earmarked as Paddy Field as per RPG-2021, to Settlement zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of the plot of land admeasuring an area of 253 m², surveyed under Survey No. 150, sub-division No. 15-L, of Village Raia, Salcete Taluka, District South Goa, State of Goa which is earmarked as Paddy field as per RPG-2021 is hereby corrected as Settlement zone.

Rajesh J. Naik, Chief Town Planner (Planning).
Panaji, 19th July, 2023.

Notification

No. 36/18/65/17(2)/RPG-21/Curtorim/116/2/TCP-2023/142

Whereas, the Department is in receipt of an application dated 26-04-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land

admeasuring an area of 1875 m², surveyed under Survey No. 116, sub-division No. 2, of Village Curtorim, Salcete Taluka, District South Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent/inconsistent/incoherent error zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of part of plot of land surveyed under Survey No. 116, sub-division No. 2, of Village Curtorim, Salcete Taluka admeasuring an area of 465 m² only which is earmarked as Paddy Field as per RPG-2021, to Settlement zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of part of the plot of land admeasuring an area of 465 m², surveyed under Survey No. 116, sub-division No. 2, of Village Curtorim, Salcete Taluka, District South Goa, State of Goa which is earmarked as Paddy Field as per RPG-2021 is hereby corrected as Settlement zone.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji, 19th July, 2023..

www.goaprintingpress.gov.in

Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 22.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA—140/80—07/2023.